

REMARKS

Claims 1-41 are pending with claims 1, 16, 24 and 32 being independent. Claims 1, 6-7, 16-19, 24, 32 and 39 have been amended. Claims 5, 30-31 and 38 have been cancelled. No new matter has been added. In view of the amendment and remarks below, reconsideration and allowance of all pending claims are requested.

35 U.S.C. 103(a) Rejections

Claims 1-23 and 32-41 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over the combination of U.S. Patent No. 6,622,017 to Hoffman ("Hoffman") and U.S. Patent Application Publication No. 2003/0032417 to Minear et al. ("Minear").

Independent Claim 1 and its dependent claims

The present application is directed to providing a user with the ability to choose a service provider and associated mobile service subscription from the user's mobile device to initiate or modify the selected subscription. In this way, the user is not limited to a particular service provider, and the user does not need to physically go to the service provider or call the service provider in order to initiate a service subscription. The user is able to receive choices of service providers and associated service subscriptions on his/her mobile device, make the selection of at least one service provider and at least one associated subscription service, and activate the selected service subscription associated with the selected service provider from the mobile device.

Claim 1 clearly recites that a request is received from the mobile device for choices of available service providers and associated mobile service subscription choices. Data relating to identification of the available service providers and the associated mobile service subscription choices are sent to the mobile device. The choices of available service providers and the associated subscription choices are sent to the mobile device over a wireless communication path. Also, the choices of service providers and subscription choices are for selection by a user of the mobile device, and the subscription choices comprise choices to initiate or modify a subscription associated with at least one of the available service providers to enable wireless communication over a wireless network. A selection of at least one of the available service

providers and at least one of the associated subscription choices is received from the mobile device over the wireless communication path. A service corresponding to the at least one selected service provider and at least one associated subscription choice in response to the selection is activated.

The proposed combination of Hoffman and Minear fails to disclose each and every feature of amended claim 1. In particular, Hoffman discloses that “[a]s part of the provisioning of a new digital cellular telephone station 5, it is necessary to download certain data into the new station 5.” (*See*, Hoffman at col. 9, ll. 19-20.) The provisioning process is automated in Hoffman as “the carrier operates an over-the-air (OTA) provisioning server.” (*See, id.* at col. 9, ll. 19-20.) While Hoffman allows OTA provisioning of a mobile device, the system in Hoffman does not disclose the claimed, ***receiving a request from the mobile device for choices of available service providers and associated mobile service subscription choices***. In contrast, Hoffman discloses that “[w]hen the user first obtains a new station 5, the user operates the cellular telephone to call the customer service center 17 to initiate provisioning.” (*See, id.* at col. 10, ll. 5-7.) Thus, Hoffman is limited to selecting a service provider by personally calling a service provider and not by receiving choices of service providers on the mobile device. Further, Hoffman discloses that only “[o]nce the account is set up, the user initiates a data communication with the OTA application server, and the server downloads data such as the mobile identification number to provision service in the handset 5 itself.” (*See, id.* at col. 10, ll. 10-14.). Thus, Hoffman makes it clear that provisioning the mobile device in Hoffman is after the user has called a particular service provider. In contrast, claim 1 recites ***that the choices of service providers and subscription choices are for selection by a user of the mobile device, and the subscription choices comprise choices to initiate or modify a subscription associated with at least one of the available service providers to enable wireless communications over a wireless network***.

In addition, since the system in Hoffman is limited to having the user call the service provider to initiate provisioning, Hoffman also fails to disclose or suggest the claimed, ***receiving a selection of at least one of the available service providers and at least one of the associated subscription choices from the mobile device over the wireless communication path***.

Further, the Examiner concedes that Hoffman fails to disclose at least that ***the subscription choices are sent to the mobile device over a wireless communication path, the subscription choices are for selection by a user of the mobile device***, as recited in claim 1. The addition of Minear fails to alleviate the deficiencies of Hoffman.

Similar to Hoffman, Minear also fails to disclose or suggest ***sending data to the mobile device relating to identification of the available service providers and the associated mobile service subscription choices*** as recited in claim 1. Instead, Minear is directed to a system for the “deletion and reloading of software application components on a wireless device.” (See Minear at ¶ [0023], ll. 1-4.) The system in Minear deletes and reloads the software application components to provide an “efficient usage of the wireless device system resources such that the user can have ready access to a larger amount of executable software applications that can be completely stored on the wireless device.” (See Minear at ¶ [0016], ll. 11-19. Emphasis added.) Thus, the system in Minear is directed to controlling wireless device system resources, and it is unclear as to how such resources controlling in Minear is related to ***sending [any] data to the mobile device relating to identification of the available service providers and the associated mobile service subscription choices*** as recited in claim 1. In fact, Minear is silent as to any ***choices of service providers and associated subscription choices*** being sent to a mobile device.

Further, a user of the wireless device in Minear would reasonably have had to purchase a qualifying mobile service subscription, from *an already selected wireless service provider*, that allows the wireless device to access the internet or other resources *before* a desired software application can be downloaded. Since the choice of a subscription in Minear presumably already has been made (otherwise, the wireless device would not be authorized to download any software applications) before receiving the selected phone, the user cannot send a request from the phone for choices of service providers and associated subscription choices or receive the choices of service providers and associated subscription choices on the mobile device as recited in claim 1.

The Examiner also contends that Minear teaches that “users of wireless telephones can customize their wireless phones through the selective downloading of applications via the wireless network, and further teaches the users of wireless telephone desired to download applications to the wireless devices by using the BREW platform.” See Office Action Dated July

5, 2006 at pg. 3, ll. 10-14. However, Minear is not directed to providing a system for selectively customizing users' wireless phones as alleged by the Examiner. In fact, Minear fails to teach or suggest a system of customization. As described above, Minear is directed to what happens once a user attempts to download a software application. Further, even if, *arguendo*, Minear could reasonably be construed to teach customizing wireless telephones, such customization would still fail to disclose or suggest each and every features of claim 1. For example, downloading a "chess 66 application" (*see* Minear at ¶ [0029], ll. 2) in Minear does not *initiate or modify a subscription associated with at least one of the available service providers to enable wireless communication over a wireless network* as recited in claim 1.

The chess application in Minear, or for that matter any chess application, is merely a game, and the chess application does not *enable wireless communication over a wireless network* as recited in claim 1. Minear does not disclose or suggest that a software application, such as the chess application, are downloaded to *initiate or modify a subscription to enable wireless communication over a wireless network* as recited in claim 1. Further, as set forth above, the wireless device in Minear must already have a qualifying *mobile subscription service* initiated or modified. Without having a *mobile subscription service*, the wireless device would not be capable of downloading any software applications.

For at least these reasons, claim 1 is allowable over the proposed combination of Hoffman and Minear. Claims 2-4 and 6-15 depend from claim 1, and are allowable over the proposed combination of Hoffman and Minear for at least the same reasons. In addition, claims 2-15 are patentable over the proposed combination of Hoffman and Minear for independent reasons.

Independent claim 16 and its dependent claims

Claim 16 is allowable over the proposed combination of Hoffman and Minear for at least reasons similar to claim 1. Claims 17-23 depend from claim 16, and are allowable for at least the same reasons.

Independent claims 32 and its dependent claims:

Claim 32 is allowable over the proposed combination of Hoffman and Minear for at least reasons similar to claim 1. Claims 33-37 and 39-41 depend from claim 32, and are allowable for at least the same reasons.

Independent Claim 24 and its dependent claims 25-31:

Claims 24-31 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over the combination of Sears and Minear.

The proposed combination of Sears and Minear fails to disclose each and every elements of claim 24. The Examiner concedes that Sears fails to disclose *at least one memory storing an address of a server that stores settings data associated with at least one mobile service and storing client software for an application execution environment, wherein the at least one mobile service comprises a service to enable wireless communications over a wireless network* as recited in claim 24. The addition of Minear fails to alleviate the deficiencies of Sears.

As set forth with respect to claim 1 above, Minear does not disclose or suggest sending the subscription service choices to the mobile device for allowing the user to choose a subscription service on the mobile device as required in claim 1. Instead, Minear is directed to efficiently organizing wireless device resources, which is wholly unrelated to *a service to enable wireless communications over a wireless network* as recited in claim 24. As set forth above, wireless communication over a wireless network must already have been enabled in Minear in order for the wireless device to download the software applications. Thus, the system in Minear can be possible only after the user has purchased the wireless device preconfigured by the selected mobile service provider or carrier. And because the phone in Minear must already be programmed for the particular mobile service provider, there is no need to store *an address of a server that stores settings data associated with at least one mobile service* as required in claim 24.

Further, amended claim 24 recites *a visual display, wherein the at least one application comprises instructions for causing the processor to retrieve a list of available service providers from the server, display the list of available service providers on the visual display, receive user selection of a particular service provider, and transmit an indication of user selection from the transceiver to the server.* Thus, as described with respect to claim 1 above, claim 24 recites that choices of available service providers are sent to and displayed on the mobile device for the user to select a particular service provider. The combination of Sears and Minear fails to disclose the claimed features.

For at least these reasons, claim 24 is allowable over the proposed combination of Sears and Minear. Claims 25-29 depend from claim 24, and are allowable over the proposed combination of Sears and Minear for at least the same reasons.

Conclusion

In view of the remarks, all of the claims are in condition for allowance. A formal notice to that effect is respectfully requested.

It is believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Please apply the one-month extension of time fee and any other charges or credits to deposit account 06-1050.

Respectfully submitted,

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